

The Village of Northfield

Agenda

REGULAR COUNCIL MEETING

July 22, 2015

PLEDGE OF ALLEGIANCE

CALL TO ORDER; ROLL CALL ; APPROVAL OF MINUTES

PRESENTATION OF PETITIONS, MEMORIALS AND REMONSTRANCES:

REPORTS OF MUNICIPAL OFFICERS:

MAYOR:	JESSE J. NEHEZ
FINANCE DIRECTOR:	TIMOTHY CLYMER
ENGINEER:	RICHARD WASOSKY
LAW DIRECTOR:	BRADRIC BRYAN
DEPARTMENT HEADS:	
POLICE CHIEF:	MARK WENTZ
FIRE CHIEF:	JASON BUSS
SERVICE/BLDG. DEPT. SUPT.:	JASON WALTERS

REPORTS OF MUNICIPAL BOARDS AND COMMISSIONS:

PLANNING COMMISSION:	ALAN E. HIPPS
RECREATION BOARD:	MAYOR JESSE J. NEHEZ
CEMETARY BOARD:	BEATRICE GREENLEE

REPORTS OF STANDING COMMITTEES:

FINANCE:	LINDA BOWEN
ROADS/PUBLIC WORKS:	ETHAN MILADINOVIC
HEALTH AND WELFARE:	GARY VOJTUSH
BUILDINGS & GROUNDS:	ALAN E. HIPPS
WAGES AND WORKING CONDITIONS:	NICK MAGISTRELLI
FIRE AND SAFETY:	BEATRICE GREENLEE

LEGISLATION:

Ordinance 2015-40 -An emergency ordinance amending section 220.02(a) of the codified ordinances relating to the order of business of Council. - 3rd reading.

Ordinance 2015-46 - An emergency ordinance amending section 222.01 of the codified ordinances relating to posting places. - 2nd reading.

Resolution 2015-48-An emergency resolution declaring the month of August 2015 kids month in the County of Summit and Village of Northfield. - 1st reading.

Resolution 2015-49 - An emergency resolution authorizing the purchase of a 2016 Ford Interceptor utility vehicle for the Police Department use. 1st reading.

Resolution 2015-50 - An emergency resolution authorizing the Mayor to contract for renewal of the Village's insurance policies with Argonaut Insurance Company through McGowan Governmental UW. 1st reading.

Resolution 2015-51 - An emergency resolution approving the payment of bills for the month of July, 2015. 1st reading.

Resolution 2015-52 - An emergency resolution adopting the tax budget of the Village of Northfield, Ohio for the fiscal year beginning January 1, 2016 and submitting the same to the County Fiscal Officer. 1st reading.

Resolution 2015-53 - An emergency resolution authorizing the Mayor to enter into the 2015-2016 Summit County Intergovernmental Memorandum of understanding for job creation and retention and tax revenue sharing. 1st reading.

OLD BUSINESS; NEW BUSINESS; ANNOUNCEMENTS; ADJOURNMENT

VILLAGE OF NORTHFIELD ORDINANCE NO. 2015-40
AN EMERGENCY ORDINANCE AMENDING SECTION 220.02(a) OF THE CODIFIED
ORDINANCES RELATING TO THE ORDER OF BUSINESS OF COUNCIL

WHEREAS, the order of business of Council during regular Council Meetings was last updated in the Codified Ordinances in 1989; and

WHEREAS, since that time, the Charter and Administrative Code have been amended several times, Council has established an additional committee, and the order of business has been adapted by former and current Mayors and Councils in order to meet the needs and realities of the Village, its Council, and its Regular Council Meetings; and

WHEREAS, based upon the above, Council desires update Section 220.02(a) of the Administrative Code to make it conform with the order of business that has best suited the Mayor and Council and been in practice for the past ten or so years.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Section 220.02(a) of the Administrative Code, as is indicated in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will promote the efficient operation of Regular Council Meetings, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

RESOLUTION NO. 2015-
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

220.02 RULES OF PROCEDURE.

* * *

(a) Order of Business. The order of business of Council meetings shall be as follows:

- (1) Call to order.
- (2) Roll call.
- (3) ~~Reading of minutes or a~~ Approval of previously written minutes.
- (4) ~~Finance Director's report, or acceptance of previously prepared reports.~~
- (4) Presentation of Petitions, Memorials, and Remonstrances.
- (5) Reports of municipal officers, including correspondence, announcements, requests or any other matter to be brought before Council:
 - A. Mayor;
 - B. Finance Director;
 - C. Engineer;
 - D. ~~Solicitor~~ Law Director;
 - E. Department Heads:
 1. Police Chief;
 2. Fire Chief;
 3. Service Department Superintendent/Building and Zoning Inspector;
 4. ~~Building Inspector~~;
 5. Other.
- (6) Reports of Municipal boards and commissions:
 - A. Planning Commission;
 - B. ~~Civil Service Commission~~ Recreation Board;
 - C. ~~Other Cemetary Board.~~
- (7) Reports of standing committees:
 - A. Finance;
 - B. Roads and Public Works;
 - C. Health and Welfare;
 - D. Buildings and Grounds;
 - E. Wages and Working Conditions;
 - F. Fire and Safety.
- (8) ~~Reports of Special Committees.~~
- (9) ~~Presentation of petitions, memorials and remonstrances.~~
- (8) Introduction and consideration of ordinances and resolutions, other than those covered in paragraphs (a)(5) and (a)(87) hereof.
- (10) ~~Presentation of claims and authorization of warrants to be issued.~~
- (9) Unfinished Old business.
- (10) New business.
- (11) Announcements.
- (12) Adjournment.

*In order shall be any Council action pursuant to such reports,
including introduction and consideration of appropriate ordinances and
resolutions.

* * *

VILLAGE OF NORTHFIELD ORDINANCE NO. 2015-46

**AN EMERGENCY ORDINANCE AMENDING SECTION 222.01 OF THE CODIFIED
ORDINANCES RELATING TO POSTING PLACES**

WHEREAS, the composition of the central and accessible public businesses in the Village has changed since 1985, and the citizens' ability to access public information has improved since then; and

WHEREAS, based upon the above, Council desires update Section 222.01 of the Administrative Code to bring the Code's posting provisions in line with the public's reasonable expectations and needs with respect to being able to access such information.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby amends Section 222.01 of the Administrative Code, as is indicated in the attachment hereto that is incorporated herein by reference.

SECTION 2. That the rest and remainder of the Codified Ordinances of the Village of Northfield shall remain as presently drafted unless inconsistent herewith.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were rendered in an open meeting of this Council and were in compliance with all legal requirements.

SECTION 4. That this Ordinance is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will promote the efficient operation of Regular Council Meetings, and that this Ordinance shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

222.01 POSTING PLACES.

~~As required by Ohio R.C. 731.25, since no newspaper is printed in the Municipality, Council has determined that the following are the most public places for the purpose of posting in five different places all ordinances, resolutions, statements, orders, proclamations, notices and reports required by law or ordinance to be published:~~

- ~~(a) Savon Drug Store, 10468 Northfield Rd., Northfield, Ohio;~~
- ~~(b) North Tire, 10256 Northfield Rd., Northfield, Ohio;~~
- ~~(c) Village of Northfield, Town Hall, 10455 Northfield Rd., Northfield, Ohio;~~
- ~~(d) Pick-N-Pay Supermarkets, Inc., 10211 Northfield Rd., Northfield, Ohio;~~
- ~~(e) Grey-Rexall Drug Store, 10333 Northfield Rd., Northfield, Ohio.~~

All ordinances, resolutions, statements, orders, proclamations, notices, and reports required by law or ordinance to be published or posted shall be posted at one place only, namely, the Village Hall, within one week after their acceptance, approval, or enactment by Council, for a period of not less than fifteen days. In addition, the above documents may be posted online on the Village's website.

RESOLUTION NO. 2015-48
PAGE TWO

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with putting focus on the needs of children in the County, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-48

AN EMERGENCY RESOLUTION DECLARING THE MONTH OF AUGUST 2015 KIDS MONTH IN THE COUNTY OF SUMMIT AND VILLAGE OF NORTHFIELD

WHEREAS, the Mayor and Council recognize the importance of early childhood care, education, health, behavioral health, family support, special needs and early intervention; and

WHEREAS, by ensuring kindergarten readiness, we are investing in the future prosperity of our community, because high quality early childhood education is a critical component of K-12 success and is instrumental in cultivating a skilled workforce; and

WHEREAS, health and wellness programs strive to ensure that the physical and mental health needs of children in Summit County are being addressed; and

WHEREAS, the Summit for Kids Expo connects families with businesses, organizations and agencies that focus on children's programming, health, education, activities and entertainment; and

WHEREAS, the promotion and implementation of strategies through the Safe Routes to Schools program, Cribs for Kids and Safe Sitters and the proper use of car seats and bike helmets will reduce preventable injuries to children; and

WHEREAS, the Mayor and Council want to reduce infant mortality in Summit County because Ohio has the 11th worst infant mortality rate in the nation and infant deaths in the African American community in Summit County are nearly double the rate of other populations; and

WHEREAS, the Mayor and Council have determined that it is in the best interests of the Village and County to declare August 2015 as Kids Month.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, State of Ohio:

SECTION 1. That Council hereby and herein declares the month of August 2015 to be Kids Month and encourages the citizens of Summit County to join in that acknowledgement.

SECTION 2. That the Clerk of Council is directed to send a copy of this Resolution to Summit County Executive Russell Pry, c/o Tina Merlitti, Community Relations Specialist, 175 South Main Street, 8th Floor, Akron, Ohio 44308.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its committees and were in compliance with all legal requirements.

**VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-49
AN EMERGENCY RESOLUTION AUTHORIZING THE PURCHASE A 2016 FORD
POLICE INTERCEPTOR UTILITY VEHICLE FOR POLICE DEPARTMENT USE**

WHEREAS, the Police Department is in need of another patrol vehicle; and

WHEREAS, formal advertisement and bidding are not required if purchases are made through the State's Cooperative Purchasing Program as managed by the Ohio Department of Transportation; and

WHEREAS, the Police Department desires to purchase a 2016 Ford Police Interceptor Utility Vehicle from Park Ford of Tallmadge, Ohio at the state-bid price; and

WHEREAS, Council desires to authorize the purchase of the above vehicle.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor is hereby and herein authorized and directed to purchase a 2016 Ford Police Interceptor Utility Vehicle pursuant to the State of Ohio Department of Transportation specifications from Park Ford of Tallmadge, Ohio at the state-bid price of Twenty-Six Thousand Six Hundred Dollars (\$26,600).

SECTION 2. That the Village of Northfield agrees to hold the Director of Transportation and the Ohio Department of Transportation harmless for any claim or dispute arising out of participation in the contract pursuant to Ohio Revised Code Section 5513.01(B), including the purchase authorized by this Ordinance.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that it will assist with the operation of the Police Department and protect the safety and welfare of the Village residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Ordinance was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

CNGP530

VEHICLE ORDER CONFIRMATION

06/18/15 10:59:12

==>

Dealer: F44213

2016 EXPLORER 4-DOOR

Page: 1 of 1

Order No: 9998 Priority: H1 Ord FIN: QG641 Order Type: 5B Price Level: 620

Ord Code: 500A Cust/Flt Name: NORTHFIELD

PO Number:

RETAIL

RETAIL

K8A	4DR AWD POLICE	\$30620	SP DLR ACCT ADJ	
	.112.6" WB		SP FLT ACCT CR	
G1	SHADOW BLACK		FUEL CHARGE	
9	CLTH BKTS/VNL R		B4A NET INV FLT OPT	NC
W	EBONY BLACK		DEST AND DELIV	945
500A	EQUIP GRP		TOTAL BASE AND OPTIONS	32590
	.PREM SINGLE CD		TOTAL	32590
99R	.3.7L V6 TIVCT	NC	*THIS IS NOT AN INVOICE*	
44C	.6-SPD AUTO TRAN	NC		
	FRT LICENSE BKT	NC		
51R	DRV LED SPT LMP	395		
59B	KEY CODE B	50		
66C	REAR LIGHT PKG	455		
86P	FRT LMP HOUSING	125		
	FLEX FUEL			

F1=Help

F2=Return to Order

F3/F12=Veh Ord Menu

F4=Submit

F5=Add to Library

S099 - PRESS F4 TO SUBMIT

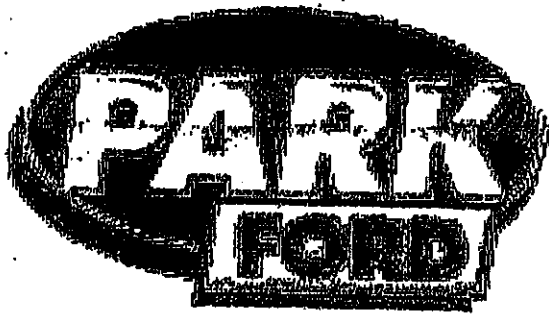
QC03853

fmcdealr@PFLT15

Jun 18, 2015 10:59:14 AM

PRICE FOR NORTHFIELD P.D.

\$ 26,600⁰⁰



400 WEST AVENUE
TALLMADGE, OH 44278
PHONE: 330-633-8222
FACSIMILE: 330-630-2189

Fax

To: JOHN ZOLGUS

From:

DALE EVERS

Fax: (330) 468-2538

Pages:

8 (INC COVER)

Phone:

Date:

7/9/15

Re:

cc:

☐ Urgent


☒ For Review

☐ Please Comment

☐ Please Reply

☐ Please Recycle

• Comments:

 **COPY**

2016 UTILITY POLICE INTERCEPTOR
POLICE INTERCEPTOR CONTENT**EXTERIOR (continued)**★ **New Police Lighting Packages**

- Tall Lamp / Police Interceptor Housing Only (86T)
- Front Warning Auxiliary Light (21L)
- Forward Indicator Pocket Warning Light (Warn, Park, Turn) (21W)

★ **New Exterior Colors:**

- Blue Jeans Metallic (N1)

• **Deleted Exterior Colors:**

- Deep Impact Blue
- Deleted Two-Tone Vinyl Wrap Package #2 (91B)

INTERIOR★ **New Steering Wheel with refreshed bezel switches**★ **Refreshed Instrument Cluster**★ **Refreshed center stack (audio and climate controls)**★ **Liftgate Release Switch – located in overhead console (Std)**

Note: Liftgate membrane will remain unlocked for 45 seconds before timing out.

LATEST ORDER GUIDE UPDATES

- Removed Exhaust – Chrome Tip from Standard Equipment page
- Updated Rearview Camera with Washer Information in Standard Equipment page
- Recovery Hook, Rear Only is Late Available for 3.5L EcoBoost® in Standard Equipment page
- Removed Late Availability from Power passenger seat (6-way) w/manual recline and lumbar (87P) in Equipment Group page

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.forddealer.com or Dealer eStore for the most current information.

★ = New for this model year

Unique Utility Police Interceptor Features Include:

MODEL/SERIES/AVAILABILITY

- 2 Available Models
 - 3.7L V6 TI-VCT FFV AWD
 - 3.5L V6 EcoBoost® AWD
- 1 Available Series
 - 500A

MECHANICAL

- AWD Drivetrain – Standard for enhanced handling precision and unsurpassed traction on wet or dry surfaces
- 3.7L TI-VCT V6 FFV High efficient Police Calibrated (V6 displacement technology is optimal for long days spent idling or on the job)
- Brakes – Police calibrated high performance system. 4-Wheel heavy-duty disc w/heavy-duty front and rear calipers
- Rotors – large mass for high thermal capacity and calipers with large swept area.
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Transmission – 6-speed automatic, exclusively police calibrated for maximum acceleration and faster closing speeds
- Alternator – Heavy-Duty 220 Amp
- Battery – Heavy-Duty 760 CCA
- Cooling System – Heavy-duty, large high volume radiator, Engine oil cooler and transmission oil cooler
- Engine Hour Meter
- Powertrain mounts – Heavy-Duty.
- Wheels
 - Heavy-duty steel, vented with center cap
 - Full size spare tire w/TPMS

INTERIOR FEATURES

- Cargo Area – Spacious area for police equipment
- Column Shifter
- Flooring – Heavy-duty vinyl, offers ease of cleaning, long term durability
- Pedals – Power-adjustable
- Seats
 - Front – Police grade cloth – 6-way power-adjustable Manual lumbar, seatback foam designed to comfortably accommodate a utility belt
 - Built-in steel intrusion plates in both front-seatbacks
 - 2nd Row – Police grade vinyl, offer easy care for cleaning
 - Liftgate access with manual lock cylinder
- Simple Fleet Key (w/o microchip, easy to replace)
- Speedometer – Certified, digital readout in message center and analog gauge
- Universal equipment tray atop instrument panel (ideal for radar and other police equipment)

POLICE UPFIT FRIENDLY

- Consistent 9-inch space between driver and passenger seats for aftermarket consoles
- Console mounting plate
- Dash pass-thru opening for aftermarket wiring
- Headliner – Easy to drop
- Integrated LED police flashers (Available)
- Taillamps – Integrated police flashers (Available)

TECHNOLOGY

- BLIS® – Blind Spot Monitoring with Cross-traffic Alert (Available)
- Ford SYNC® – Hands-free communications with programmable steering wheel-mounted controls (Available)
- ★ Rear Video Camera with Washer (Standard)
- Reverse Sensing (Available)
- Unique Steering Wheel (with up to 4-remappable configurations – Available)

COMMONALITY

- Commonality of parts between the Sedan and Utility Interceptors include: Front brake calipers, rear brake calipers, wheels, battery, 220 amp alternator, PTU, RDU and front-seats.
- Maintenance Components – Oil filter, air filter, spark plugs, front and rear brake pads, front and rear brake rotors and tires.

SAFETY/SECURITY HIGHLIGHTS

- AdvanceTrac® w/RSC® (Roll Stability Control™) police tuned gyroscopic sensors work seamlessly with the ABS
- Ballistic Door-Panel (National Institute of Justice (NIJ) certified to stop Type III and all lesser NIJ rounds) (Available)
- Exterior Key Locks – Driver, passenger side and liftgate
- 75-mph Rear End Crash Tested
(Note: The full-size spare tire secured in the factory location is necessary to achieve police-rated 75 mph rear impact crash-test performance attributes)

WARRANTY

- 3 Year / 36,000 Miles Bumper / Bumper

FORD POLICE INTERCEPTOR EXTENDED SERVICE PLAN Powertrain CARE PROTECTION

- 5-year/100,000-mile Powertrain CARE Extended Service Plan (zero deductible) on ALL 2016MY Police Interceptors – Sedan and Utility (Standard)

NEW FOR 2016

FUNCTIONAL

- ★ Rear View Camera with Washer viewable in 4" centerstack – Standard – OR – Rear View Camera with Washer viewable in Rear View Mirror 87R (No charge option)
- ★ Power Windows – One-touch Up/Down Front Driver and Passenger – Standard
- ★ Power passenger seat (6-way) w/manual recline and lumbar 87P

EXTERIOR

- ★ New
 - Front Fascia
 - Rear Tail Lamps
 - Headlamps
 - Grille
 - Rear Fascia
 - New Spoiler
- Rear recovery hook (3.5L EcoBoost®) (Late Availability)

Product Changes and Features Availability

Features, options and package content subject to change. Please check www.forddealer.com or Dealer eStore for the most current information.

★ = New for this model year

2016 UTILITY POLICE INTERCEPTOR STANDARD EQUIPMENT

The following items are std. 2016MY UTILITY POLICE INTERCEPTOR vehicle:

MECHANICAL

- Alternator – 220-Amp
- Axle Ratio – 3.65 (AWD)
- Battery – H.D. maintenance-free 78A/750-CCA
- Brakes – 4-Wheel Heavy-Duty Disc w/H.D. Front and Rear Calipers
- Column Shifter
- Drivetrain – All-Wheel-Drive
- Electric Power-Assist Steering (EPAS) – Heavy-Duty
- Engine – 3.7L V6 Ti-VCT
- Engine Hour Meter
- Engine Oil Cooler
- Fuel Tank – 18.6 gallons
- Suspension – Independent front & rear
- Transmission – 6-speed automatic

EXTERIOR

- Antenna, Roof-mounted
- Cladding – Lower bodyside cladding (Black)
- Deflector Plate – Undercarriage deflector plate protect the underbody, powertrain and chassis components (Standard on EcoBoost® Only)
- Door Handles – Black (MIC)
- Exhaust True Dual
- Front-Door-Lock Cylinders (Front Driver / Passenger / Liftgate – Lock cylinder repositioned into decklid appliqué trim)
- Glass – 2nd Row, Rear Quarter and Liftgate Privacy Glass
- ★ Grille – Black
- ★ Headlamps – LED Low Beam; Incandescent (Halogen) High Beam
- Liftgate – Manual 1-Piece – Fixed Glass w/Door-Lock Cylinder
- Mirrors – Black Caps (MIC), Power Electric Remote, Manual Folding with Integrated Spotter (Integrated blind spot mirrors not included when equipped with BLIS®)
- Spare – Full size 18" Tire w/TPMS
- Spoiler – Painted Black
- Tailgate Handle – Painted Black
- Tail lamps – LED
- Tires – 245/55R18 A/S BSW
- Wheel-Lip Molding – Black (MIC)
- Wheels – 18" x 8.0 painted black steel with wheel hub cover
- Windshield – Acoustic Laminated

INTERIOR/COMFORT

- Cargo Hooks
- Climate Control – Single-Zone Manual
- Door-Locks
 - Power
 - Rear-Door Handles and Locks Operable
- Floor – Flooring – Heavy-Duty Thermoplastic Elastomer
- Glove Box – Locking/non-Illuminated
- Grab Handles – (1 – Front-passenger side, 2-Rear)
- ★ Liftgate Release Switch located in overhead console (45 second timeout feature)
- Lighting
 - Overhead Console with sunglasses holder
 - 1" row task lights (driver and passenger)
 - Dome Lamp – 1" row (red/white)
 - 2nd/3rd row overhead map light
- Mirror – Day/Night Rear View
- Particulate Air Filter
- Power-Adjustable Pedals (Driver Dead Pedal)
- Powerpoints – (2) First Row
- Scuff Plates – Front & Rear

INTERIOR/COMFORT (continued)

- Seats
 - 1" Row Police Grade Cloth Trim, Dual Front Buckets
 - 1" Row – Driver 6-way Power track (fore/aft, Up/down, tilt with manual recline, 2-way manual lumbar)
 - 1" Row – Passenger 2-way manual track (fore/aft, with manual recline)
 - Built-in steel intrusion plates in both driver/passenger seatbacks
 - 2nd Row Vinyl, 60/40 Split Bench Seat (manual fold-flat, no tumble) – fixed seat track
- Speed (Cruise) Control
- Speedometer – Calibrated (includes digital readout)
- Steering Wheel – Manual / Tilt, Urethane wheel finish w/Silver Painted Bezels) with Speed Controls and Redundant Audio Controls
- Sun visors, color-keyed, non-illuminated
- Universal Top Tray – Center of I/P for mounting aftermarket equipment
- ★ Windows, Power, 1-touch Up/Down Front Driver/Passenger-Side with disable feature

SAFETY/SECURITY

- AdvanceTrac® w/RSC® (Roll Stability Control™) w/Hydraulic Brake Assist
- Airbags, 2nd generation driver & front-passenger, side seat, Roll Over Protection and Safety Canopy®
- Anti-Lock Brakes (ABS) with Traction Control
- Belt-Minder® (Front Driver / Passenger)
- Child-Safety Locks (capped)
- LATCH (Lower Anchors and Tethers for Children) system on rear outboard seat locations
- Seat Belts, Pretensioner/Energy-Management System w/adjustable height in 1" Row
- SOS Post-Crash Alert System™
- Tire Pressure Monitoring System (TPMS)

FUNCTIONAL

- Easy Fuel® Capless Fuel-Filler
- Front door tether straps (driver/passenger)
- MyFord®
 - AM/FM / CD / MP3 Capable / Clock / 6 speakers
 - 4.2" Color LCD Screen Center-Stack "Smart Display"
 - 5-way Steering Wheel Switches, Redundant Controls
- Note: Radio does "not" include USB Port or Aux. Audio Input Jack
- Note: USB Port and Aux. Audio Input Jack requires SYNC® (63M)
- Power pigtall harness
- ★ Rearview Camera with Washer viewable in 4" centerstack – OR – Rear View Camera viewable in rear view mirror 87R (No charge option)
- Recovery Hook, Rear Only (3.5L EcoBoost® Late Availability)
- Simple Fleet Key (w/o microchip, easy to replace)
- Two-way radio pre-wire
- Windows – Rear Defroster
- Wipers – Front Speed-Sensitive Intermittent; Rear Dual Speed Wiper

★ = New for this model year

2016 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

Series	Option Code	Police Interceptor 500A
Utility Police Interceptor AWD (Incl. D&D)	K8A	S
3.7L V8 Ti-VCT FFV with 6-Speed Automatic Transmission	88R / 44C	S
3.5L V8 EcoBoost® – (131mph Top Speed)	99T / 44C	O
EQUIPMENT GROUP		
Interior Upgrade Package – 1 st and 2 nd Row Carpet Floor Covering – Cloth Seats – Rear – Center Floor Console less shifter w/unique Police console finish plate – Includes Console – Top Plate – Finish 3 (Incl. 2 cup holders) – Floor Mats, front and rear (carpeted) – Deletes the standard console mounting plate (85D) Note: Not available with options: 87G, 87H, 87U	85U	O
Front Headlamp / Police Interceptor Housing Only – Pre-drilled hole for side marker police use, does not include LED installed lights (eliminates need to drill housing assemblies) – Pre-molded side warning LED holes with standard twist lock sealed capability (does not include LED installed lights) Note: Not available with options: 86A and 87H	86P	O
Front Headlamp Lighting Solution – Includes base LED Low beam/Incandescent (Halogen) High beam headlamp with High Beam Wig-wag function and two (2) white rectangular LED side warning lights – Includes pre-wire for grille LED lights, siren and speaker (80A) – Wiring, LED lights included, Controller "not" included Note: Not available with option: 87H Note: Recommend using Cargo Wiring Upfit Package (87G) or Ultimate Wiring Package (87U)	86A	O
*Tail Lamp / Police Interceptor Housing Only – Pre-existing holes with standard twist lock sealed capability (does not include LED installed lights) (eliminates need to drill housing assemblies) Note: Not available with options: 86B and 87H	86T	O
Tail Lamp Lighting Solution – Includes base LED lights plus two (2) rear integrated hemispheric lighthead white LED side warning lights in taillamps – LED lights only, Wiring, controller "not" included Note: Not available with option: 87H Note: Recommend using Cargo Wiring Upfit Package (87G) or Ultimate Wiring Package (87U)	86B	O
Rear Lighting Solution – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / passenger side blue) mounted to inside liftgate glass – Includes two (2) backlit flashing linear high-intensity LED lights (driver's side red / Passenger side blue) installed on inside lip of liftgate (lights activate when liftgate is open) – LED lights only, Wiring, controller "not" included Note: Not available with option: 87H Note: Recommend using Cargo Wiring Upfit Package (87G) or Ultimate Wiring Package (87U)	86C	O
Cargo Wiring Upfit Package – Rear console plate (85R) – contours through 2 nd row, channel for wiring – Wiring overlay harness with lighting and siren interface connections – Vehicle Engine Harness: o Two (2) light connectors – supports up to six (6) LED lights (engine compartment) o Two (2) grille light connectors o Two (2) 60 amp battery ground circuits in right hand rear-quarter power distribution junction block o One (1) 10-amp siren/speaker circuit (engine to cargo area) – Whelen Lighting PCC6R Control Head – Whelen PCC6R Light Relay Center (mounted behind 2 nd row seat) – Light Controller / Relay Center Wiring (Jumper harness) – Whelen Specific Cable (console to cargo area) Connects PCC6R to Control Head – Pre-wiring for grille LED lights, siren and speaker (80A) – Does "not" include LED lights o Recommend Police Wire Harness Connector Kite 47C and 21P Note: Not available with options: 85U, 87H and 87U	87G	O
Ready for the Road Package: All-In Complete Package – Includes Police Interceptor Packages: 86A, 86B, 86C, plus – Whelen Cencom Light Controller Head with dimmable backlight – Whelen Cencom Relay Center / Siren / Amp w/Traffic Advisor (mounted behind 2 nd row seat) – Light Controller / Relay Cencom Wiring (wiring harness) w/additional input/output pigtailes – High current pigtail – Whelen Specific WECAN Cable (console to cargo area) connects Cencom to Control Head – Pre-wiring for grille LED lights, siren and speaker (80A) – Rear console plate (85R) – contours through 2 nd row, channel for wiring – Grille linear LED Lights (Red / Blue) and harness – 100-Watt Siren / Speaker – Hidden Door-Lock Plunger / Rear-Door Handles Inoperable (52P) – Wiring Harness: o Two (2) 60 amp battery and ground circuits in RH rear-quarter Note: Not available with options: 86A, 86B, 86C, 87G, 87U and 85U	87H	O

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

Ford Division

2016 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP

(Continued)		
Ultimate Wiring Package Includes the following: - Rear console mounting plate (85R) - contours through 2 nd row, channel for wiring - Pre-wiring for grille LED lights, siren and speaker (80A) - Wiring harness I/P to rear cargo area (overlay) o Two (2) light cables - supports up to six (6) LED lights (engine compartment/grille) o Two (2) 50-amp battery and ground circuits in RH rear-quarter o One (1) 10-amp siren/speaker circuit engine cargo area - Rear hatch/cargo area wiring - supports up to six (6) rear LED lights - Does "not" include LED lights, side connectors or controller o Recommend Police Wire Harness Connector Kits 47C and 21P Note: Not available with options: 86U, 87G, 87H	87U	O
Police Wire Harness Connector Kit - Front For connectivity to Ford PI Package solutions includes: • (2) Male 4-pin connectors for siren • (5) Female 4-pin connectors for lighting/siren/speaker • (1) 4-pin IP connector for speakers • (1) 4-pin IP connector for siren controller connectivity • (1) 8-pin sealed connector • (1) 14-pin IP connector Note: See Uplifters guide for further detail www.fordpoliceinterceptorupfit.com	47C	O
Police Wire Harness Connector Kit - Rear For connectivity to Ford PI Package solutions includes: • (1) 2-pin connector for rear lighting • (1) 2-pin connector • (6) Female 4-pin connectors • (6) Male 4 pin connectors • (1) 10-pin connector Note: See Uplifters guide for further detail www.fordpoliceinterceptorupfit.com	21P	O
KEY EXTERIOR OPTIONS		
Engine Block Heater	41H	O
License Plate Bracket - Front	153	O
Lamps		
Auto Headlamp	88L	O
Dark Car Feature - Courtesy lamp disable when any door is opened	430	O
Daytime Running Lamps	942	O
Dome Lamp - Red/White in Cargo Area	177	O
★ Front Warning Auxiliary Light (Driver side - Red / Passenger side - Blue) Note: Requires 80A	21L	O
★ Forward Indicator Pocket Warning Light - Warn, Park, Turn (Driver side - Red / Passenger side - Blue) Note: Requires 80A	21W	O
Pre-wiring for grille LED lights, siren and speaker	80A	O / P-88A / P-87G / P-87H / P-87U
Side Marker LED - Sideview Mirrors (Driver side - Red / Passenger side - Blue) - Located on backside of exterior mirror housing - LED lights only, Wiring, controller "not" included. Note: Requires 80A Note: Recommend using Cargo Wiring Upfit Package (87G), Ready for the Road Package (87H) or Ultimate Wiring Package (87U)	63B	O
Rear Quarter Glass Side Marker Lights (Driver side - Red / Passenger side - Blue)	63L	O
Spot Lamp Prep Kits		
Spot Lamp Prep Kit, Driver Side Note: Does not include spot lamp housing and bulb	81P	O
Spot Lamp Prep Kit, Dual Side Note: Does not include spot lamp housing and bulbs	61W	O
Spot Lamp - Incandescent Bulb:		
Driver Only	81Y	O
Dual (driver and passenger)	81Z	O
Spot Lamp - LED Bulb:		
Driver Only (Unity)	61R	O
Driver Only (Whelen)	61T	O
Dual (driver and passenger) (Unity)	61S	O
Dual (driver and passenger) (Whelen)	61V	O
Body		
Glass - Solar Tint 2 nd Row, Rear Quarter and Liftgate Window (Deletes Privacy Glass)	92G	O
Glass - Solar Tint 2 nd Row Only, Privacy Glass on Rear Quarter and Liftgate Window	92R	O

★ = New for this model year

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2016 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP

Body (continued)		
Roof Rack Side Rails - Black	88Z	O
Deflector Plate (Standard on EcoBoost® engine)	78D	O
VINYL WRAP OPTIONS		
Two-Tone Vinyl Package #1 <ul style="list-style-type: none"> Roof Vinyl RH/LH Front-Doors Vinyl RH/LH Rear-Doors Vinyl White (YZ) Only Note: Not available with the following options: 91C, 91D, 91E, 91F, 91G, 91H, 91J	91A	O
Two-Tone Vinyl Package #3 <ul style="list-style-type: none"> Roof Vinyl RH/LH Front-Doors Only Vinyl White (YZ) Only Note: Not available with the following options: 91A, 91D, 91E, 91F, 91G, 91H, 91J	91C	O
Two-Tone Vinyl - Roof <ul style="list-style-type: none"> Roof Vinyl White Only Note: Not available with the following options: 91A, 91C	91H	O
Two-Tone Vinyl - RH/LH Front-Doors <ul style="list-style-type: none"> White Only Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91G	91J	O
Vinyl Word Wrap - POLICE "non-reflective" <ul style="list-style-type: none"> White (YZ) lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91E, 91F, 91G, 91J	91D	O
Vinyl Word Wrap - POLICE "reflective" <ul style="list-style-type: none"> Black lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91F, 91G, 91J	91E	O
Vinyl Word Wrap - POLICE "reflective" <ul style="list-style-type: none"> White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91G, 91J	91F	O
Vinyl Word Wrap - SHERIFF "non-reflective" <ul style="list-style-type: none"> White lettering located on LH/RH sides of vehicle Note: Not available with the following options: 91A, 91C, 91D, 91E, 91F, 91J	91G	O
Wheels		
Wheel Covers (16" Full Face Wheel Cover) Note: Only available with the standard Police wheel, not available with 64E	68L	O
18" Painted Aluminum Wheel Note: Spare wheel is an 18" conventional (Police) black steel wheel	64E	O
Audio / Video		
Rear View Camera (Includes Electrochromic Rear View Mirror - Video is displayed in rear view mirror) Note: This option would replace the camera that comes standard in the 4" center stack area. Note: Camera can only be displayed in the 4" center stack (std) "OR" the rear view mirror (87R)	87R	O
SYNC® Basic (Voice-Activated Communication System) - Includes single USB port and single auxiliary audio input jack	63M	O
Remappable (4) switches on steering wheel (less SYNC®)	61R	O
Remappable (4) switches on steering wheel (with SYNC®)	61S	O
Doors / Locks (Select only one)		
Rear-Door Handles Inoperable / Locks Operable ¹	68L	O
Rear-Door Handles Inoperable / Locks Inoperable ¹	68G	O
Hidden Door-Lock Plunger w/Rear-door handles operable ¹	62H	O
Hidden Door-Lock Plunger w/Rear-door handles inoperable ¹	62P	O / P-67H
Windows		
Windows - Rear-window power delete, operable from front driver side switches	18W	O
Flooring / Seats		
1 st and 2 nd row carpet floor covering (Includes floor mats, front and rear)	16C	O / P-66U
2 nd Row Cloth Seats	88F	O / P-65U
*Power passenger seat (6-way) w/manual recline and lumbar	87P	O
Front Console Plate - Delete Note: Not available with option: 67G, 67H, 67U, 65R	66D	O / P-66U
Rear Console Plate Note: Not available with option: 66U, 66D	66R	O / P-67G / P-67H / P-67U
Keys (Note: Not compatible with Remote Keyless-Entry - 695)		
Keyed Alike - 1436x	69E	O

¹ Options 68L, 68G, 62H and 62P not available in any combination

* = New for this model year

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2016 UTILITY POLICE INTERCEPTOR EQUIPMENT GROUP

EQUIPMENT GROUP		
Keys (Note: Not compatible with Remote Keyless-Entry - 596) (continued)		
Keyed Alike - 1284x	59B	O
Keyed Alike - 0135x	59D	O
Keyed Alike - 0576x	59F	O
Keyed Alike - 1111x	59J	O
Keyed Alike - 1294x	59C	O
Keyed Alike - 0151x	59G	O
Safety & Security		
Ballistic Door-Panel - Driver Front-Door Only	90D	O
Ballistic Door-Panel - Driver & Pass Front-Doors	90E	O
BLIS® - Blind Spot Monitoring with Cross-traffic Alert (Requires 54Z) Note: Includes manual fold-away mirrors, w/hear, w/o memory, w/o puddle lamps	55B / 54Z	O
Lockable Gas Cap for Easy Fuel® Capless Fuel-Filler	19L	O
Mirrors - Heated Sideview	649	O
Perimeter Anti-Theft Alarm - Activated by Hood, Door or Liftgate - Requires Key Fob (596)	593	O
Remote Keyless-Entry Key Fob (w/o Keypad, less PATS) Note: Not available with Keyed Alike	596	O
Reverse Sensing	76R	O
Misc		
Aux Air Conditioning Note: Not available with Cargo Storage Vault (63V)	17A	O
Badge Delete - Deletes the "Police Interceptor" badging on rear liftgate - Deletes the "Interceptor" badging on front hood (EcoBoost®)	16D	O
Cargo Storage Vault (Includes lockable door and compartment light) Note: Not available with Aux Air Conditioning (17A)	63V	O
Scuff Guards - Protective wrap edging located on front edge of both rear-doors - Top surface of rear bumper (help protect the upper surface from paint damage that can occur while loading and unloading of cargo)	65D	O
My Speed Fleet Management - Allows dealer or fleet administrator to lower the maximum vehicle speed and the maximum audio system volume using a Ford authorized IDS diagnostic service tool - Allows the VMAX speed to be set in 5mph increments (between 90 - 131 mph) Note: See Owner's Guide for further detail www.fordpoliceinterceptorusa.com	43S	O
Noise Suppression Bonds (Ground Straps)	60R	O
Enhanced PTU Cooler - Power Transfer Unit - Recommended Usage: EVOC Training; Continuous / Extended Track Usage Note: This PTU Cooler is not required for day to day patrol usage Note: Requires the 3.5L V6 EcoBoost® Engine (99T)	62B	O
100 Watt Stereo Speaker (includes bracket and pigtail)	18X	O / P-67H

★ = New for this model year

P = Included in Equipment Group, S = Standard Equipment, O = Optional

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-50

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO CONTRACT FOR
RENEWAL OF THE VILLAGE'S INSURANCE POLICIES WITH ARGONAUT
INSURANCE COMPANY THROUGH MCGOWAN GOVERNMENTAL UW**

WHEREAS, McGowan Governmental UW ("McGowan") is currently the insurance agent for the Village; and

WHEREAS, McGowan has sought bids for coverage on behalf of the Village, McGowan and the Finance Director have determined that the package policy proposal made by Argonaut Insurance Company provides the appropriate coverage for the best price; and

WHEREAS, Council desires to authorize the Mayor to enter into a contract with McGowan to provide the Village's insurance coverage through Argonaut Insurance Company.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor is authorized to enter into a contract with McGowan for the provision of insurance coverage through Argonaut Insurance Company for the period of July 13, 2015 through July 13, 2016. Said coverage shall include property, boiler and machinery, inland marine, crime, general liability, public official liability, employment practice liability, automobile liability, automobile physical damage, law enforcement liability, and excess liability insurance policies, as is indicated in the exhibit that is attached hereto and incorporated herein by reference. The premium for said coverage shall be Thirty-Two Thousand Eight Hundred Eleven Dollars (\$32,811) based upon the Village's current property holdings and vehicle and equipment fleet. Said premium amount is subject to minor price modification based upon the addition or deletion of particular properties and equipment and vehicles from the policies, and Council authorizes the Mayor to enter into the Agreement with McGowan with that understanding.

SECTION 2. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is necessary to insure and protect the Village's assets, employees and officials, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

RESOLUTION NO. 2015-50
PAGE TWO

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council



McGOWAN GOVERNMENTAL UNDERWRITERS

Village of Northfield

19455 Northfield Road
Northfield, OH 44067

Effective Dates:
July 13th, 2015 - July 13th, 2016

Prepared By:

Mae Fulkerson
Vice President

Public Entity Risk Management Specialists

Old Forge Centre
20595 Lorain Road
Fairview Park, OH 44126

Phone: 800.545.1538
Fax: 440.356.8734



McGOWAN GOVERNMENTAL UNDERWRITERS

PREMIUM SUMMARY

Coverages	Premium
Property	Included
Boiler & Machinery	Included
Inland Marine	Included
Crime	Included
General Liability	Included
Public Official Liability	Included
Employment Practice Liability	Included
Automobile Liability	Included
Automobile Physical Damage	Included
Law Enforcement Liability	Included
\$3M Excess Liability	Included
Grand Total	\$32,811

- 3% increase property
- Full-time Firefighter Exposure added
- Budget Increase

* 25% Minimum earned premium

** Premium due upon receipt of invoice

Premium does not include Terrorism



McGOWAN GOVERNMENTAL UNDERWRITERS

A.M Best Rating Guide

Rating Levels and Categories

Level	Category	Level	Category	Level	Category
A++, A+	Superior	B, B-	Fair	D	Poor
A, A-	Excellent	C++, C+	Marginal	E	Under Regulatory Supervision
B++, B+	Very Good	C, C-	Weak	F	In Liquidation
				S	Rating Suspended

Financial Size Categories (In \$000 of Reported Policyholders' Surplus Plus Conditional Reserve Funds)

FSC I		Up to	1,000	FSC IX	250,000	to	500,000
FSC II	1,000	to	2,000	FSC X	500,000	to	750,000
FSC III	2,000	to	5,000	FSC XI	750,000	to	1,000,000
FSC IV	5,000	to	10,000	FSC XII	1,000,000	to	1,250,000
FSC V	10,000	to	25,000	FSC XIII	1,250,000	to	1,500,000
FSC VI	25,000	to	50,000	FSC XIV	1,500,000	to	2,000,000
FSC VII	50,000	to	100,000	FSC XV	2,000,000	to	or more
FSC VIII	100,000	to	250,000				

Copies of the Best's Insurance Reports on the insurance companies are available upon your request.

Carrier	Coverage Quoted	A.M. Best Rating	Admitted
Argonaut Insurance Company	Property, Liability, Automobile, Excess	A:XII	Admitted

A Non-Admitted Carrier indicates the carrier is doing business in the state as a surplus lines or non-admitted carrier. As such, this carrier is not subject to the same regulations which apply to an admitted carrier.



McGOWAN GOVERNMENTAL UNDERWRITERS

SUMMARY OF COVERAGES, LIMITS & DEDUCTIBLE SECTION:

PROPERTY

COVERAGE:

LIMITS:

DEDUCTIBLE:

Building & Contents(Replacement Cost)	\$3,507,652	\$1,000
Accounts Receivable	\$100,000	\$1,000
Arson Reward	\$7,500	None
Building Ordinance or Law	Building Limit	
Loss to Undamaged Portion of Building		
Demolition Cost Coverage		
Increased Cost of Construction		
Changes in Temperature or Humidity	\$50,000	\$1,000
Commandeered Property	\$100,000	\$1,000
Communication Equipment	\$50,000	\$1,000
Crime Reward	\$1,000/\$5,000	None
Detached Signs	\$5,000	\$1,000
Electrical Damage	\$50,000	\$1,000
Extra Expense& Business Income	\$250,000	\$1,000
Fairs, Exhibitions, Expositions	\$50,000	\$1,000
Fine Arts	\$50,000	\$1,000
Fire Department Services Charge	\$5,000	\$1,000
Fire Equipment Recharge	Included	None
Flagpoles	\$5,000	\$1,000
Foundations	Included	\$1,000
Glass	Included	\$1,000
Glass Display or Trophy Cases	\$5,000	\$1,000
Newly Acquired or Constructed Property	\$1,000,000 bldg \$500,000 contents	\$1,000
Off Premises Utility Failure	\$50,000	\$1,000
Outdoor Property	\$1,000/\$50,000	\$1,000
Paved Surfaces	Included	\$1,000
Property Off Premises	\$50,000	\$1,000
Personal Property of employees or volunteers	\$1,500/\$50,000	None
Property in transit	\$50,000	\$1,000
Pollutant Clean up and Removal	\$25,000	\$1,000
Sewer Backup	Included	\$1,000
Spoilage	\$10,000	\$1,000
Valuable Papers	\$100,000	\$1,000



McGOWAN GOVERNMENTAL UNDERWRITERS

EQUIPMENT BREAKDOWN

COVERAGE:	LIMITS:	DEDUCTIBLE:
Property	\$3,507,652	\$1,000
Expediting Expenses	\$100,000	S/A
Hazardous Substances	\$100,000	S/A
Spoilage	\$100,000	S/A
Computer Equipment	\$250,000	S/A
Data Restoration	\$100,000	S/A
Service Interruption		24 hour
Demolition & ICC	\$500,000	

INLAND MARINE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Contractors Equipment	\$50,000	\$1,000
Computer Coverage: Includes equipment, data media, extra expense, in transit	\$50,000	\$1,000
Miscellaneous Equipment	\$750,487	\$500

CRIME

COVERAGE:	LIMITS:	DEDUCTIBLE:
Employee Dishonesty	\$100,000	\$500
Forgery	\$50,000	\$1,000
Money & Securities (In-Out)	\$10,000	\$1,000



McGOWAN GOVERNMENTAL UNDERWRITERS

LIABILITY

COVERAGE:	LIMITS:	DEDUCTIBLE:
General Liability- Aggregate	\$3,000,000	\$0
Products-Completed Operations Aggregate	\$3,000,000	\$0
Personal & Advertising Injury Limit	\$1,000,000	\$0
Each Occurrence Limit	\$1,000,000	\$0
Damage to Premises Rented to You	\$100,000	\$0
Employee Benefits Limit	\$1,000,000	\$1,000
Employer Liability (Ohio Stop Gap)	\$1,000,000	\$0
Public Official Liability	\$1,000,000	\$2,500
Public Official Liability Aggregate	\$3,000,000	
Employment Practice Liability	\$1,000,000	\$2,500
Employment Practice Liability Aggregate	\$3,000,000	
Law Enforcement Liability-Ea Occurrence	\$1,000,000	\$2,500
Law Enforcement Liability-Aggregate	\$2,000,000	

* Retro Active Date 7-13-1997

AUTOMOBILE

COVERAGE:	LIMITS:	DEDUCTIBLE:
Automobile Liability	\$1,000,000	\$0
Uninsured/Underinsured Motorists Liability	None	N/A
Medical Payments	\$5,000	\$0
Comprehensive		\$500
Collision		\$500
Non-Owned Liability	\$1,000,000	\$0
Hired Car Liability	\$1,000,000	\$0
Hired Car Physical Damage	\$50,000	\$500/\$500

EXCESS

Excess Liability Each Occurrence	\$3,000,000	\$0
Excess Liability Silo Aggregate	\$3,000,000	
Follow form over:		
General Liability		
Law Enforcement Liability		
Public Official Liability		
Employment Practice Liability		
Automobile Liability		



McGOWAN GOVERNMENTAL UNDERWRITERS

COVERAGE ENDORSEMENTS AND EXCLUSIONS SECTION:

1. PROPERTY COVERAGE ENDORSEMENTS:

- **Additional Insured:** Mortgagees, Lenders and/or Lessors.
- **Agreed Amount Endorsement** – no co-insurance pending receipt of signed report of values.
- **360 –Additional Coverage Modifications**
- **Liberalization Clause** broadens the coverage provided under property section or the policy without additional premium within 45 days prior to or during the policy period.
- **Loss Payable Clause**
- **Newly Acquired** – automatic up to **120 days** for date of acquisition, real or personal property and business interruption. Flood and earthquake are excluded.
- **Personal Property** of officers and employees of the insured, other than motor vehicles.
- **Policy Territory** includes the United States of America (its territories and possessions), Puerto Rico and Canada.
- **30 Days Notice of Cancellation** – non-renewal or material change.
- **10 Days Notice of Cancellation** – non-payment.

PROPERTY COVERAGE EXCLUSIONS:

- **Broad Form Nuclear Contamination**
- **Acts of Terrorism** unless other wised purchased.
- **Delay or loss or market, or any other consequential or remote loss of any kind.**
- **Dishonest criminal acts by you, your partners, employees, directors or anyone to whom you entrust the property for any purpose.**
- **Earth Movement** unless purchased
- **Errors in Machine Programming or Instructions to Machines.**
- **Land**
- **Loss or damage as a result of insects, vermin, birds, or other animals.**
- **Loss of Earnings to Finished Stock, including time required to reproduce.**
- **Retaining wall that are not part of a building**
- **Underground pipes, flues or drains**
- **Water/Flood Damage** unless purchased
- **Unexplained or Mysterious Disappearance**

2. BOILER COVERAGE ENDORSEMENTS:

- **Equipment Breakdown coverage**
- **Jurisdictional Inspection**

BOILER COVERAGE EXCLUSIONS:

- **Corrosion, Erosion, Wear & Tear Exclusion**
- **EDP Media Exclusion** – defect, virus, loss of data or other situation
- **Fines**



McGOWAN GOVERNMENTAL UNDERWRITERS

COVERAGE ENDORSEMENTS AND EXCLUSIONS SECTION cont'd)

3. GENERAL LIABILITY COVERAGE ENDORSEMENTS:

- Aggregate Limits of insurance
- Legal Liability
- Blanket Additional Insured Endorsement
- Broadened Named Insured
- Contractual Liability
- Employees as Insured
- Host Liquor Liability
- Limited Pollution coverage based on exposures
- Knowledge of Occurrence
- Newly Acquired
- Non-Owned Watercraft – less than 51 feet long
- Property Damage Liability-elevators & sidetrack agreements
- Volunteers as Insured
- 30 Days Notice of Cancellation Non-Renewal or Material Change
- 10 Days Notice of Cancellation Non-Payment

GENERAL LIABILITY COVERAGE EXCLUSIONS:

- Asbestos Exclusion
- Aircraft, auto
- Bodily injury to any insured
- Bodily injury to any person injured while taking part in athletics
- Damage to Property of others
- Nuclear Energy Liability Exclusion
- Pollution Exclusion – except for hostile fire
- Professional Services Exclusion
- Workers Compensation
- War
- Watercraft over 26'

4. PUBLIC OFFICIAL LIABILITY COVERAGE ENDORSEMENTS:

- Broad Named insured includes past, present and future officials
- Zoning
- Land Use
- Permits
- Liable / Slander / Defamation / Wrongful Eviction



McGOWAN GOVERNMENTAL UNDERWRITERS

(COVERAGE ENDORSEMENTS AND EXCLUSIONS SECTION cont'd)

PUBLIC OFFICIAL LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Issuance of bonds/ tax assessment or valuations of properties/tax collection
- Criminal Acts-applies only to individual(s) who committed act
- Civil or criminal fines or penalties
- Prior or pending litigation
- Employment liability claims
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances
- Claim for equitable or injunctive relief initiated by a governmental entity

5. EMPLOYMENT PRACTICE LIABILITY ENDORSEMENTS:

- Broad named insured
- EEOC Defense \$10,000/\$50,000 -\$2,500 deductible
- Back wages \$50,000 aggregate -\$10,000 deductible
- Non – monetary defense for lawsuit (\$50,000 aggregate)

EMPLOYMENT PRACTICE LIABILITY EXCLUSIONS:

- Collective bargaining agreement
- lockout, strike, labor disputes or labor negotiations, union grievances
- FLSA/MLRA/WARN/COBRA/ERISA/PBA/OSHA
- Criminal Acts- applies only to individuals(s) who committed act
- Claim for equitable or injunctive relief initiated by a governmental entity

6. LAW ENFORCEMENT LIABILITY COVERAGE ENDORSEMENTS:

- Departmental authorized moonlighting
- Civil Rights violations
- Intentional Acts
- Vehicular Hot Pursuit

LAW ENFORCEMENT LIABILITY COVERAGE EXCLUSIONS:

- War
- Bodily injury to employee
- Employment liability claims
- Criminal Acts-applies only to individual(s) who committed act
- Collective bargaining agreement; lockout, strike, labor disputes or labor negotiations, union grievances



McGOWAN GOVERNMENTAL UNDERWRITERS

(COVERAGE ENDORSEMENTS AND EXCLUSIONS SECTION cont'd)

7. AUTOMOBILE COVERAGE ENDORSEMENTS:

- Additional Insured Lessors
- Agreed Amount Emergency Vehicles
- Broadened Named Insured
- Bodily Injury Redefined
- Communication Equipment Coverage – permanently installed
- Employees as Insured
- Fleet Coverage
- Hired Autos specified as Covered Autos
- Knowledge of Occurrence
- Loss Payable Clause
- Mandatory State Endorsements
- Notice of Occurrence
- Waiver of Subrogation Required
- 30 Day Notice of Cancellation Non-Renewal or Material Change
- 10 Day Notice of Cancellation Non-Payment

AUTOMOBILE COVERAGE EXCLUSIONS:

- War /Nuclear Energy
- Pollution

8. EXCESS COVERAGE ENDORSEMENTS:

- Defense and Supplementary Payments – in addition to applicable limits
- Drop Down Clause – reduced or exhausted underlying limits
- Employees as Insured
- Hostile Fire Pollution Coverage
- Named Insured Endorsement – follows underlying policies
- Notice of Occurrence
- Pay on Behalf Insuring Agreement
- Silo Aggregates
- 30 Days Notice of Cancellation Non-Renewal or Material Change
- 10 Days Notice of Cancellation Non-Payment

EXCESS COVERAGE EXCLUSIONS:

- Asbestos Liability Exclusion
- Care, Custody & Control Exclusion – Real and Personal Property
- Cross Suits Exclusion
- ERISA Exclusion
- Insolvency Drop Down Exclusion
- Nuclear Energy Liability
- Pollution Exclusion – except for Hostile Fire
- Underlying Policy Exclusions – included
- Uninsured/Underinsured Motorists Exclusion
- Workers Compensation/Unemployment Compensation Exclusion



McGOWAN GOVERNMENTAL UNDERWRITERS

(COVERAGE ENDORSEMENTS AND EXCLUSIONS SECTION cont'd)

9. CRIME COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- Loss caused by employee dishonesty
- Loss caused by Theft, Disappearance or Destruction of Money and/or securities
- Checks, drafts, promissory notes, or similar written promises to pay a sum certain in money made or drawn upon you

CRIME COVERAGE EXCLUSIONS:

- Criminal Acts- only excludes individual insured who committed act
- Bonded Employee
- Governmental Action
- Legal Expense
- War/Nuclear Actions

10. INLAND MARINE COVERAGE ENDORSEMENTS:

- 30 Days Notice of Cancellation Non-Renewal or Material Change
- New acquisitions – 90 day automatic coverage
- Rental Expense Reimbursement

INLAND MARINE COVERAGE EXCLUSIONS

- Vehicles used for road use
- Real property & buildings
- Aircraft
- Wear & tear, inherent vice, freezing
- Mysterious disappearance or shortage disclosed by taking inventory
- Flood, surface water

11. GENERAL COVERAGE ENDORSEMENTS/EXCLUSIONS

- Notice of Occurrence
- Unintentional Errors & Omissions
- Sovereign Immunity non-waiver
- One deductible for two or more coverage parts included in loss
- Asbestos Exclusion



McGOWAN GOVERNMENTAL UNDERWRITERS

MGU SERVICES PROVIDED:

McGowan Governmental Underwriters strives to provide excellent service to our clients. The services provided under this proposal include:

Marketing representative's continuous availability
Return of phone calls/questions same day
Review of all coverage's, limits, deductibles on proposals and policies when issued
Client Meeting to review exposures, coverage's, and limits on account at 6 months into policy term

Service:

Placement of insurance program with insurance carriers
Binder Issuance
Review of policy received from carrier for accuracy
Policy Delivery to insured
Claim Kit information which will include Automobile identification cards
Certificate issuance -same day
Policy changes - endorsement processing
Review of all material from insurance carriers to ensure accuracy
Reporting and processing of claims and claim questions

Risk Management::

Loss Analysis of loss prevention programs currently in place
Client meeting for claim review at 6 months for loss leaders, claim issues
Contract review for insurance requirements
Assistance with policy and procedures - review or setup of new

Proposal Disclaimer

The proposal is an outline of the coverages proposed by the insurers, based on the information provided by your entity. It does not include all the terms, coverages, exclusions, limitations, or conditions of the actual contract language. The policies themselves must be read for those details. Policy forms for your reference will be made available upon request.

Actuarial Disclaimer

The information contained in this proposal is based on the historical loss experience and exposures provided. This proposal is not an actuarial study.

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-52
AN EMERGENCY RESOLUTION ADOPTING THE TAX BUDGET OF THE VILLAGE
OF NORTHFIELD, OHIO FOR THE FISCAL YEAR BEGINNING JANUARY 1, 2016
AND SUBMITTING THE SAME TO THE COUNTY FISCAL OFFICER

WHEREAS, Timothy Clymer, the Director of Finance, has prepared a tentative tax budget for the Village of Northfield, Ohio, for the fiscal year beginning January 1, 2016, showing: (1) detailed estimates of all balances that will be available at the beginning of the year, 2016; (2) all revenues expected to be received for such fiscal year, including all general and special taxes, fees, costs, percentages, penalties, allowances, prerequisites, and all other types of classes of revenues; and (3) estimates of all expenditures of charges in or for the purposes of such fiscal year to be paid or met from the said revenues or balances and otherwise conforming with the requirements; and

WHEREAS, a copy of said tax budget is attached hereto and incorporated herein.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the attached tentative tax budget of the Village of Northfield, as prepared by Timothy Clymer, Director of Finance, for the Fiscal Year beginning January 1, 2016, copies of which have been and are on file at the office of the Finance Director and have been submitted to Council, is hereby adopted.

SECTION 2. That the Director of Finance is hereby directed to certify a copy of said budget and send it, and a copy of this Resolution, to the Fiscal Officer of Summit County.

SECTION 3. That all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is required by law, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the ____ day of _____ 2015.

Timothy Clymer, Clerk of Council

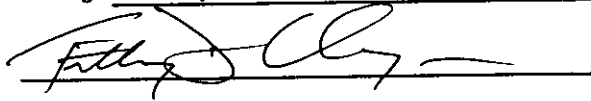
ALTERNATIVE TAX BUDGET INFORMATION

**Political Subdivisions
Excluding School Districts**

Political Subdivision/Taxing Unit Village of Northfield, Summit County, Ohio

For the Fiscal Year Commencing January 1, 2016

Fiscal Officer Signature



Date July 16, 2015

COUNTY OF SUMMIT

Background

Substitute House Bill No. 129 (HB 129) effective June 3, 2002, was enacted by the 124th General Assembly in part to allow a county budget commission to waive the requirement that a taxing authority adopt a tax budget for a political subdivision or other taxing unit, pursuant to Ohio Revised Code (ORC) Section 5705.281.

Under the law in effect prior to June 3, 2002, the budget commission could only waive the tax budget for a subdivision or other taxing unit that was receiving a share of the county undivided local government fund or the county undivided local government revenue assistance fund under an alternative method or formula pursuant to ORC Sections 5747.53 and 5747.63. Thus, tax budgets could be waived only for counties, municipalities, townships and park districts. This restriction is now removed.

Ohio Revised Code Section 5705.281

Under the amended version of this section pursuant to HB 129, a county budget commission, by an affirmative vote of a majority of the commission, including an affirmative vote by the county auditor, may waive the tax budget for any subdivision or other taxing unit. However, the commission may require the taxing authority to provide any information needed by the commission to perform its duties, including the division of the tax rates as provided under ORC Section 5705.04.

County Budget Commission Duties

The county budget commission must still certify rates to each subdivision or other taxing unit, by March 1 for school districts and by September 1 for all other taxing authorities under ORC Section 5705.35, even when a tax budget is waived. Also, the commission is still required to issue an official certificate of estimated resources under ORC Section 5705.35 and amended official certificates of estimated resources under ORC Section 5705.36.

Therefore, when a budget commission is setting tax rates based on a taxing unit's need, for purposes of ORC Sections 5705.32, 5705.34 and 5705.341, its determination must be based on that other information the commission asked the taxing authority to provide under ORC Section 5705.281, when the tax budget was waived. Also, an official certificate must be based on that other information the commission asked the taxing authority to provide.

County Budget Commission Action

At a May 7, 2002 Summit County Budget Commission meeting, the commission with an affirmative vote of all members waived the requirement for taxing authorities of subdivisions or other taxing units (including schools) to adopt a tax budget as provided under ORC Section 5705.281, but shall require the filing of this Alternative Tax Budget Information document on an annual basis.

Alternative Tax Budget Information Filing Deadline

The fiscal officer of a political subdivision (not a school district) must file one signed copy of this document with the Summit County Fiscal Officer, on or before July 20.

(Adopted 5/7/02)

Revised 06/29/10

GUIDELINES FOR COMPLETING THE ALTERNATIVE TAX BUDGET INFORMATION

SCHEDULE 1

The general purpose of schedule 1 is to meet the requirement of Ohio Revised Code (ORC) Section 5705.04 which requires the taxing authority of each subdivision to divide the taxes levied into separate levies. For help use the Summit County Budget Commission Certification of Tax Levy Estimate issued by the budget commission for the current year and add any new levies. This will help to ensure that no levies are missed.

In column I list only those individual funds which are requesting property tax revenue. In column II purpose refers to the following terms; inside, current expenses and special levy for example. In column IV levy type refers to renewal, additional and replacement for example. In column IX state the estimate of gross property tax.

SCHEDULE 2

The general purpose of schedule 2 is to demonstrate the need to produce property tax revenues to cover the estimated expenditures for the budget year.

ORC Section 5705.341 states in part; Nothing in this section or any section of the ORC shall permit or require the levying of any rate of taxation, whether within the 10 mill limitation or whether the levy has been approved by the electors, the political subdivision or the charter of a municipal corporation in excess of such 10 mill limitation, unless such rate of taxation for ensuing fiscal year is clearly required by a budget properly and lawfully adopted under this chapter or by other information required per ORC 5705.281."

Property Taxes include real estate taxes, public utility personal property taxes, homestead and rollback amounts.

Personal Property Tax Reimbursements include public utility personal property and tangible personal property reimbursement amounts.

Total Expenditures: all expenditure line items and transfers out. In columns II and III complete the data from the last two fiscal years.

SCHEDULE 3

The general purpose of schedule 3 is to produce an Official Certificate of Estimated Resources for funds that do not receive property tax revenue. In column III the total estimated receipts should include all revenues plus transfers in.

SCHEDULE 4

The general purpose of schedule 4 is to provide inside/chapter millage for debt service. The basic security for payment of general obligation debt is the requirement of the levy of ad valorem property taxes within the 10 mill limitation imposed by Ohio law. Ohio law requires a levy and collection of ad valorem property tax to pay debt service on general obligation debt as it becomes due, unless that debt service is paid from other sources.

SCHEDULE 5

The general purpose of schedule 5 is to provide for the proper amount of millage to cover debt service requirements on voted bond issues. Major capital improvement projects are sometimes financed through the use of voted bonds. The taxing authority seeks voter approval of general obligation bonds and of the levy of property taxes outside the indirect debt limitation in whatever amount is necessary to pay debt service on those bonds.

In column VI you must take into consideration any carry over plus or minus cash balance estimated for the current year. This can happen because there are no sure things concerning tax payments and the valuation of personal property taxpayers.

SCHEDULE 6

The general purpose of schedule 6 is to properly account for tax anticipation notes. See schedule 6 for more details.

*** Please reproduce all pages as necessary.**

Levies Inside and Outside 10 Mill Limitation, Inclusive Of Debt Levies
List All Approved Levies Of The Taxing Authority, including charter millage.

XI

* Do not add in personal property tax reimbursement amounts.

Use data from the current Budget Commission Certification of Tax Levy schedule.

STATEMENT OF FUND ACTIVITY

Always complete for General Fund. Also complete for any fund that will receive property tax.

SCHEDULE 2

FUND: General Fund

I DESCRIPTION	II FOR 2013 ACTUAL	III FOR 2014 ACTUAL	IV 2015 CURRENT YEAR ESTIMATE	V 2016 BUDGET YEAR ESTIMATE
Revenues				
Property Taxes	\$ 134,055	\$ 147,193	\$ 147,000	\$ 147,000
Personal Property Tax Reimbursements				
'Local Government' from County	88,251	78,972	79,000	79,000
Other 'Local Government' from State	5,257	12,498	12,000	12,000
Income Tax	1,178,970	2,801,881	3,000,000	3,200,000
Transfers-in				
Other Revenue	1,900,295	1,628,655	1,130,000	1,130,000
Total Revenues	3,306,828	4,669,199	4,368,000	4,568,000
Total Expenditures	3,116,983	3,960,466	4,640,320	4,200,000
Revenues over/(under) Expenditures	189,845	708,733	(272,320)	368,000
Beginning Cash Fund Balance	(3,346)	186,498	895,231	622,911
Ending Cash Fund Balance	186,499	895,231	622,911	990,911
Encumbrances (at year end)	-			
Ending Unencumbered Fund Balance	\$ 186,499	\$ 895,231	\$ 622,911	\$ 990,911

FUND: Police Pension

I DESCRIPTION	II FOR 2013 ACTUAL	III FOR 2014 ACTUAL	IV 2015 CURRENT YEAR ESTIMATE	V 2016 BUDGET YEAR ESTIMATE
Revenues				
Property Taxes	\$ 17,260	\$ 17,447	\$ 17,000	\$ 17,000
Personal Property Tax Reimbursements				
'Local Government' from County				
Other 'Local Government' from State				
Income Tax				
Transfers-in				
Other Revenue	2,466	2,466	2,466	2,466
Total Revenues	19,726	19,913	19,466	19,466
Total Expenditures		22,651	40,000	30,000
Revenues over/(under) Expenditures	19,726	(2,738)	(20,534)	(10,534)
Beginning Cash Fund Balance	23,651	43,377	40,639	20,105
Ending Cash Fund Balance	43,377	40,639	20,105	9,571
Encumbrances (at year end)	-			
Ending Unencumbered Fund Balance	\$ 43,377	\$ 40,639	\$ 20,105	\$ 9,571

STATEMENT OF FUND ACTIVITY

Always complete for General Fund. Also complete for any fund that will receive property tax.

SCHEDULE 2

FUND: Fire/EMS Fund

I DESCRIPTION	II FOR 2013 ACTUAL	III FOR 2014 ACTUAL	IV 2015 CURRENT YEAR ESTIMATE	V 2016 BUDGET YEAR ESTIMATE
Revenues				
Property Taxes	\$ 248,202	\$ 250,674	\$ 250,000	\$ 250,000
Personal Property Tax Reimbursements				
'Local Government' from County				
Other 'Local Government' from State				
Income Tax				
Transfers-in		165,000	150,000	150,000
Other Revenue	329,312	583,982	300,000	300,000
Total Revenues	577,514	999,656	700,000	700,000
Total Expenditures	635,585	1,032,203	650,000	650,000
Revenues over/(under) Expenditures	(58,071)	(32,547)	50,000	50,000
Beginning Cash Fund Balance	103,287	45,216	12,669	62,669
Ending Cash Fund Balance	45,216	12,669	62,669	112,669
Encumbrances (at year end)	-			
Ending Unencumbered Fund Balance	\$ 45,216	\$ 12,669	\$ 62,669	\$ 112,669

FUND: _____

I DESCRIPTION	II FOR 2012 ACTUAL	III FOR 2013 ACTUAL	IV 2014 CURRENT YEAR ESTIMATE	V 2015 BUDGET YEAR ESTIMATE
Revenues				
Property Taxes				
Personal Property Tax Reimbursements				
'Local Government' from County				
Other 'Local Government' from State				
Income Tax				
Transfers-in				
Other Revenue				
Total Revenues				
Total Expenditures				
Revenues over/(under) Expenditures				
Beginning Cash Fund Balance				
Ending Cash Fund Balance				
Encumbrances (at year end)				
Ending Unencumbered Fund Balance				

STATEMENT OF FUND ACTIVITY

List All Funds Individually Unless Reported On Schedule 2.

SCHEDULE 3

I Fund Name (Show funds of same type grouped together)	II Beginning Estimated Unencumbered Fund Balance	III Estimated Transfers-In	III Estimated Other Revenues	IV Total Resources Available For Expenditures	V Total Budget Year Expenditures and Encumbrances	VI Ending Estimated Unencumbered Balance
SPECIAL REVENUE						
SCM&R Fund	\$	847	-	\$	85,000	\$ 847
State Highway Improvement Fund	966	-	65,000	65,966	49,000	16,966
Law Enforcement Trust Fund	2,423	-	-	2,423	-	2,423
Law Enforcement Assistance Fund	2,377	-	-	2,377	-	2,377
Court Computer Fund	9,499	-	6,500	15,999	3,350	12,649
Permissive Tax Fund	10,079	-	8,500	18,579	-	18,579
ENTERPRISE						
Sewer Fund	101,941	-	350,000	451,941	430,000	21,941
FIDUCIARY						
Performance Bonds	1,360	-	-	1,360	1,360	-
Unclaimed Monies	635	-	-	635	-	635

UNVOTED GENERAL OBLIGATION DEBT

Required: Include General Obligation Debt To Be Paid From Inside or Charter Millage.
General Obligation Debt Being Paid By Other Sources, Special Obligation Bonds,
and Revenue Bonds may be included for disclosure purposes.

SCHEDULE 4

I	II	III	IV	V
Purpose Of Bonds Or Notes	Date Of Issue	Final Maturity Date	Principal Amount Outstanding At The Beginning Of The Budget Year	Amount Required To Meet Budget Year Principal and Interest Payments
Fire Station Construction	4/1/2002	5/1/2017	\$ 117,659	\$ 39,455
ROAD RECONSTRUCTION:				
Vincent & Fell	7/17/2002	1/1/2023	\$ 130,830	\$ 17,444
Voderman, Lowrie & James Pl.	7/1/2003	1/1/2024	\$ 190,485	\$ 22,410
Rosewood & Chestnut	7/1/2007	1/1/2027	\$ 360,528	\$ 31,350
Beach & Electric (Partial)	7/1/2008	1/1/2038	\$ 290,925	\$ 12,930
Birch Ave.	7/1/2010	1/1/2030	\$ 381,172	\$ 26,288
May Ave and Sunset St. Reconstruction	7/1/2014	6/30/2033	\$ 580,041	\$ 32,225
SEWER RECONSTRUCTION				
Rosewood to May	1/1/2001	1/1/2031	\$ 200,610	\$ 13,374
Totals			\$ 2,252,250	\$ 195,476

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-53

**AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO THE
2015-2016 SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF
UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE
SHARING**

WHEREAS, the attached 2015-2016 version of the Summit County Intergovernmental Memorandum of Understanding For Job Creation and Retention and Tax Revenue Sharing was developed as a result of discussions between the Summit County Executive's Office and the Cities and Villages in Summit County; and

WHEREAS, prior versions of this Agreement implemented a set of rules and guidelines to reduce the use of economic incentives to move businesses from one Summit County community to another, and promoted increased collaboration with respect to economic development issues; and

WHEREAS, the Memorandum proposes two main features: (1) an incentive and penalty program to motivate more cooperative behavior; and (2) a revenue sharing program to ameliorate the negative impact on local income tax revenues when a significant employer moves from one community to another within Summit County; and

WHEREAS, the incentive and penalty program gives a five percent bonus on grant and loan applications to participating communities and takes five percent of the points away from communities that did not adhere to non-poaching guidelines; and

WHEREAS, the Agreement includes a Model Code of Conduct that recognizes there is a negative impact on economic development when tax and other financial incentives are offered to companies to move from one Summit County municipality to another, and prohibits signatory communities from engaging in such practices; and

WHEREAS, participation is encouraged by offering a five percent bonus in scoring on funding applications scored by the County, such as SCIP/LTIP, CDBG, Job Ready Sites, and Industrial Site Improvement Funding; and

WHEREAS, if a community were to offer incentives in a manner contrary to the Model Code of Conduct, the community would not only lose the five percent bonus but would be penalized by having five percent deducted from its score on funding applications; and

WHEREAS, Council, after having reviewed the Memorandum of Understanding and the Model Code of Conduct, believes that this program is in the best interests of the economic welfare of the Village of Northfield and desires to authorize the Mayor to enter into this Memorandum of Understanding.

RESOLUTION NO. 2015-53
PAGE TWO

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor is authorized and directed to execute the 2015-2016 Summit County Intergovernmental Memorandum For Job Creation and Retention and Tax Revenue Sharing, a copy of which is attached.

SECTION 2. That the Clerk of Council is authorized and directed to forward a signed copy of this Resolution to the Summit County Executive's Office.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of Council and any of its committees that resulted in such formal action were in meetings open to the public and in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it is in the best interests of the economic welfare of the Village and the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

Bea Greenlee, President Pro-Tem of Council

Jesse J. Nehez, Mayor

Approved as to Legal Form.

Bradric T. Bryan, Director of Law

I, Timothy Clymer, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

Timothy Clymer, Clerk of Council

SUMMIT COUNTY INTERGOVERNMENTAL MEMORANDUM OF UNDERSTANDING FOR JOB CREATION AND RETENTION AND TAX REVENUE SHARING

**2015-2016 Version
October 1, 2015 to June 30, 2016**

WHEREAS, the loss of jobs results in social and human costs which can be a significant burden to the area, the region and State, and

WHEREAS, the County of Summit and communities throughout the County recognize it is imperative to cooperate and collaborate with each other for the economic benefit of the region and its resident-taxpayers in order to attract and retain businesses and jobs; and

WHEREAS, there are many current and prospective employers who desire to remain or locate in the County of Summit; and

WHEREAS, the communities further recognize that cooperation is necessary for regional prosperity and enhancement of the local tax base and to successfully compete in global markets; and

WHEREAS, the County of Summit, hereinafter "County", works with employers, prospective employers and individual communities within the County to provide tax and other incentives for purposes of retaining and locating prospective employers and facilities in communities within the County; and

WHEREAS, the communities further recognize that active attempts to relocate businesses from other local communities has a negative effect on economic development and growth in the region; and

WHEREAS, this Agreement is not intended to have any adverse impact on a business or company's decision to locate or relocate within the County but merely addresses the relationship of government bodies that may be affected by those independent business decisions; and

NOW THEREFORE, the County and the communities who are signatories herein have reached an understanding concerning their joint and respective interests touching upon a mutual desire to retain and attract businesses and jobs. As a result, the parties agree as follows:

SECTION 1. The signatory communities agree to adhere to a Model Code of Conduct which is attached to this Agreement and made a part hereof as if fully re-written herein. Communities offering any economic incentive or other financial assistance, as defined herein, to potential employers and/or businesses presently located within another signatory community may do so only as specified herein.

SECTION 2(a) As used in this Agreement:

- (1) "economic incentive or other financial assistance" means a financial or "in kind" benefit offered by a community to an employer or business of such a

nature that it would provide a reasonably operated employer or business with an incentive to relocate its business from one signatory community to the community offering the financial benefit. For purposes of illustration and without limiting the scope of the term, examples of "economic incentives or other financial assistance" include tax abatements, exemptions or credits; reduction or subsidization of utility services not comparably offered to other businesses; direct financing of business-related costs, facilities or expenses at below market rates or differing market terms. For purposes of illustration and without limiting the scope of the term, "Economic incentive" does not include financial benefits that are available to all employers or businesses throughout the community such as free or low-cost advertising on a community website, other government services offered or available to all employers or businesses, utility and tax rates which may be lower than the departed community but are available to all businesses; "sales pitches" which provide information concerning existing matters in the community (ie. the availability of properly zoned property, commercial properties available for lease or sale, existing infrastructure capacity, current or proposed tax rates, etc.).

- (2) "departed community" means the signatory community from which the employer or business is moving.
- (3) "destination community" means the signatory community to which the employer or business is moving.
- (4) "communities affected by the relocation" means the "departed community" and the "destination community" collectively.
- (5) "income tax revenue" means both (i) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the compensation of the employees and officers of a business and (ii) the revenue received by a community for municipal, JEDD or JEDZ income taxes on the income, profits and/or earnings of the business.
- (6) "aggregate income tax revenue" means the income tax revenue received by a community from all businesses in the community.
- (7) "service sharing agreement" is a pre-existing agreement requiring a community to pay to another community a share of income tax received from a business in exchange for a service, utility or other consideration (i.e. an agreement providing for a sharing of income tax revenue in exchange for the extension of municipal water service to the area where the business locates).

SECTION 2(b) The relocation of an employer or business between signatory communities, shall trigger revenue sharing in either of the following events: (i) the employer or business which relocated created a significant revenue loss to the community from which the employer or business departed. A significant revenue loss to the departed community will arise if the departed employer or business had, based on an average of the last two full calendar years prior to a relocation, either a \$3.5 million dollar or larger annual payroll or constituted 5% or more of the aggregate income tax revenue of the departed community; or (ii) the employer or business which relocated was the beneficiary of any economic incentive(s) or other financial assistance from the community to which it relocated.

SECTION 2(c) As used in this Agreement, a “partial relocation” occurs when a business moves or transfers some of its employees and payroll from a departed community to a destination community but continues to maintain some business presence in the departed community.

If such a partial relocation occurred due to economic incentives or other financial assistance offered by the destination community, then revenue sharing shall be required as set forth in Section 4 of this Agreement.

If the partial relocation was not the result of economic incentives or other financial assistance offered by the destination community, revenue sharing will occur only if the partial relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement.

SECTION 2(d) As used in this Agreement, a “split relocation” occurs when a business moves or transfers some or all of its employees and payroll from a departed community to two or more destination communities and may or may not continue to maintain some business presence in the departed community.

If such split relocation occurred due to economic incentives or other financial assistance offered by any destination community, revenue sharing shall be required between the destination community which offered economic incentives or other financial assistance and the departed community as set forth in Section 4 of this Agreement.

If such split relocation was not the result of economic incentives or other financial assistance offered by a destination community, revenue sharing will occur only if the split relocation would support revenue sharing based on the criteria set forth in Section 4, Tier Two of this Agreement. In determining the threshold triggering criteria, as set forth in Section 4, Tier Two of this Agreement, the income tax revenue loss to, and the aggregate income tax revenue of, the departed community at the time of the split relocation shall constitute the base for determining whether all destination communities shall share revenue. In the event revenue sharing is required each destination community shall pay its proportional share for the time periods specified under this Agreement.

SECTION 2(e) “Satellite” or branch office occurs when a business expands to open an additional office or facility at another location. Satellite or branch office will be considered a separate business and not subject to revenue sharing under this Agreement providing the destination community did not offer economic incentives and the expansion does not involve a significant relocation of existing employer or business facilities or employees during the first year of its existence. For purposes of this Agreement, significant relocation will be considered twenty (20%) percent or greater based on the employer or businesses last annual payroll filed with the departed community.

SECTION 3. When a business or employer relocates from one signatory community to another, prior to invoking the hearing provisions of this Agreement, the communities affected by the relocation shall first attempt to agree between themselves on revenue sharing obligations. The signatory communities involved in the relocation may use the formulas and other criteria as set forth in this Agreement as guidance in their negotiations. In the event the communities affected by the relocation enter into an agreement to share revenue, that agreement will control the parties’ rights and obligations notwithstanding anything to the contrary contained herein and no other signatory community not affected by the relocation shall have standing to challenge the agreement entered into by the communities affected by the relocation.

In the event the communities affected by the relocation do not agree or cannot negotiate a resolution on any matter under this Agreement, a determination shall be made by the District Eight

Public Works Integrating Committee of the Ohio Public Works Commission (hereinafter "Committee") after a hearing. Any signatory community affected by the relocation of the business or employer may petition the Committee for a hearing by sending notice to all Committee members or their designees and a copy of the hearing request to the County Executive. The Summit County Director of Community and Economic Development shall set a meeting of the Committee within sixty (60) days of receipt of notice. No Committee member may participate in such a determination if his or her community is a party to the hearing. Each party affected by the relocation of the business or employer shall be afforded a reasonable opportunity to present evidence and arguments on behalf of the position of its community. Determinations by the Committee shall be by majority vote of those present subject to quorum and other applicable rules for the routine conduct of Committee business. The ultimate fact question for consideration by the Committee or arbitration panel is whether the triggering events for tax sharing have occurred and/or the amount of tax revenue to be shared.

Any community which disagrees with the determination of the Committee may, within sixty (60) days of the Committee determination, submit a demand in writing to present any matter(s) for determination to arbitration pursuant to Chapter 2711 of the Ohio Revised Code. The party requesting submission of the matter to Arbitration must set forth a demand in writing for arbitration to all other affected communities and the County Executive. All demands for arbitration must be sent by certified U.S. mail, return receipt requested, and must set forth the subject of the dispute with reasonable specificity and recite that the matter has been duly submitted to and a determination made by the Committee. The departed community shall select one arbitrator, the destination community or communities shall select one arbitrator and the County Executive shall select one arbitrator. Every arbitrator shall be an attorney duly licensed to the practice of law in the State of Ohio. All arbitrations hearings shall be held in the County of Summit, Ohio at a mutually agreeable time and place and no later than ninety (90) days after notice to affected communities as provided for herein. Any award or decision of the arbitrators shall be reduced to writing and be binding upon the parties as provided for by Chapter 2711 of the Ohio Revised Code. Notwithstanding any award or determination made by an arbitration panel hereunder, each community shall bear its own arbitration costs and shall equally share any arbitration costs incurred by the County.

Under no circumstances may the Committee or any Arbitration Panel award a sum of money for revenue sharing greater than the amount and percentages contained in Section 4 of this Agreement.

SECTION 4. Should revenue sharing be deemed appropriate under this Agreement, the recommended approach would be a two tier model as more fully set forth below:

Tier One. Tier One covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of less than \$3.5 million and constituted less than five (5%) percent of the aggregate income tax revenue of the departed community. In the first year of a tier one relocation, the destination community will pay forty (40%) percent of the new income tax revenue received from that business by the destination community to the departed community, thirty (30%) percent in the second year and twenty (20%) percent in the third year.

Tier Two. Tier two covers business relocations that involve the relocation of a business which, based on an average of the last two full calendar years prior to a relocation, had an annual payroll of more than \$3.5 million or constituted more than five (5%) percent of the aggregate income tax revenues of the departed community. In the first year of a tier two relocation, the destination

community will pay fifty (50%) percent of the new income tax revenue received from that business by the destination community to the departed community, forty (40%) percent in the second year, thirty (30%) percent in the third year, twenty (20%) percent in the fourth year and ten (10%) percent in the fifth year.

For purposes of determining the revenue sharing formula provided under this section, the "new income tax revenue received from that business by the destination community" shall be capped at and shall not exceed the amount of income tax revenue that was collected by the departed community for that business in the last full calendar year prior to relocation. Additionally, if any destination community has an income tax rate exceeding 2%, then that community is only obligated to share income tax revenue in an amount that would be received by that community if it had an income tax rate of 2%.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement between the destination community and departed community, then the destination community shall share income tax revenue with the departed community to the extent set forth in this Section on the net income tax revenue received by the destination community after the application of the Service Sharing Agreement to the income tax revenue received by the destination community.

In the event a business relocation occurs, and the business relocates to an area of a destination community that is governed by a Service Sharing Agreement with a community other than the departed community, then the destination community shall continue to share income tax revenue with the departed community to the extent set forth in this Section on the total/gross amount of income tax revenue received by the destination community without any reduction or set-off for the Service Sharing Agreement.

In the event any signatory communities engage in revenue sharing under this Agreement, for any reason, and the community which had a business depart and received revenue sharing is thereafter able to fill the vacancy at the real property where the business was located, in whole or in part, before the expiration of revenue sharing, then the previously agreed or awarded revenue sharing shall be subject to modification or elimination. Should income tax revenues from the business which filled the vacancy equal or exceed the income tax revenues of the business which departed, in the last full calendar year prior to its departure, revenue sharing shall cease at the time new income tax revenue equaled or exceeded the income tax revenue of the departed business. Should income tax revenues from the business which filled the vacancy be less than that of the departed business, in the last full calendar year prior to its departure, then such revenue sharing shall be subject to modification. Any continuing revenue sharing should be calculated upon the difference between income tax revenue generated by the departed business in the last full year prior to its departure and the lower income tax revenue generated by the business filling the vacancy which led to revenue sharing under this Agreement. The same procedures to make a claim for revenue sharing under this Agreement shall be used by a community that claims or requests an elimination or modification of previously agreed or awarded revenue sharing under this Section.

It is acknowledged by the signatory communities that the above formula(s) are general and illustrative and the communities affected by the relocation or involved in Service Sharing Agreements may deviate therefrom in any agreement entered into between them.

SECTION 5. The parties acknowledge that one or more signatory communities to this Memorandum may also be parties to a Joint Economic Development District ("JEDD") or Joint Economic Development Zone ("JEDZ") agreement. Except as modified or limited in this Section, in the event a business relocates to or from a JEDD or JEDZ area, the revenue sharing provisions set forth in Sections 3 and 4 shall apply, provided all of the following conditions are met:

- a. The departed community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- b. The destination community must either be a municipality or township that is a signatory to this Memorandum or a JEDD or JEDZ area to which all parties to the JEDD or JEDZ agreement are signatories to this Memorandum.
- c. The provisions for revenue sharing provided under this Section and Sections 3 and 4 shall apply only to income tax revenue collected under the JEDD or JEDZ agreement and shall not apply to any other revenue or services that are shared or provided under or subject to the JEDD or JEDZ agreement (ie sewer or water infrastructure).

If the JEDD or JEDZ area is the destination community, then the income tax revenue to be shared to the departed community shall be the actual income tax collected under the JEDD or JEDZ agreement, and each signatory to the JEDD or JEDZ agreement shall contribute to the shared revenue in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement..

If the JEDD or JEDZ area is the departed community, then the income tax revenue to be shared back by the destination community shall be shared back to the signatories to the JEDD or JEDZ agreements in the same proportion that they receive income tax revenue under the JEDD or JEDZ agreement, unless otherwise agreed in writing amongst the signatories of the JEDD or JEDZ agreement.

For purposes of determining the triggering of revenue sharing under Section 2(b) hereof, revenue sharing shall be required when an employer or business that relocates is the beneficiary of any economic incentive(s) or financial assistance from any community that is signatory to a covered JEDD or JEDZ agreement. In such event, all parties to the JEDD or JEDZ agreement shall be obligated to share revenue as set forth herein.

For purposes of determining the 5% threshold for a significant revenue loss under Section 2(b), hereof, when a business relocates from a covered JEDD or JEDZ area to another signatory community, a significant revenue loss shall be deemed to occur, and revenue sharing shall be required hereunder, if the income tax revenue received from the departed businesses constitutes 5% or more of the aggregate income tax revenue of any signatory community to the JEDD or JEDZ agreement, inclusive of income tax revenue received through both JEDD/JEDZ areas and non-JEDD/JEDZ areas, and, in such event, revenue sharing shall be provided by the destination community back to all of the signatory communities of JEDD or JEDZ, in the manner prescribed herein.

If a business relocates from a signatory community to an area of a township that is not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the Township shall have no obligation to share revenue or make other compensation to the departed community. Conversely, in the event a business relocates from an area of a township not subject to a JEDD or JEDZ agreement, and that township is a signatory to this Memorandum, the destination community shall have no obligation to share revenue with the township.

In the event a township is signatory to this Memorandum and is not a signatory to any JEDD or JEDZ agreement, that township shall not be subject to the revenue sharing provisions of this Memorandum, either as a departed or destination community. However, that same township shall receive the 5% additional points on grant application(s) and be subject to deduction of points on grant applications as more fully set forth herein.

The inclusion of JEDDs and JEDZs in this Memorandum shall be effective July 1, 2012. Any relocations to or from a JEDD or JEDZ completed prior to July 1, 2012 shall not require revenue sharing or trigger the penalty or other provisions of this Memorandum.

SECTION 6. The parties understand and agree that from time to time a signatory community may offer an economic incentive or financial assistance to a relocating business that is calculated or based on the payroll of the relocating business and entails crediting or rebating a portion of the income taxes paid by that relocating business for a period of years ("income tax credit incentive"). In the event a signatory community provides an income tax credit incentive to a business that is relocating from another signatory community or applicable JEDD or JEDZ (as set forth in Section 8), that income tax credit incentive shall be calculated by and limited to crediting or rebating income tax payments only from newly created jobs associated with the relocating business and not any relocated jobs from the departed community. Any signatory community that provides an income tax credit incentive contrary to this Section shall be subject to Section 11 of this Agreement.

SECTION 7. Except as otherwise provided herein, this Agreement sets forth the exclusive rights of the communities concerning business relocations and tax revenue sharing between and among themselves and limits any and all claims for legal relief to the monetary remedies and grant fund inducements set forth herein. The parties waive any and all claims to injunctive or other equitable relief which could or might be asserted hereunder. It is further acknowledged that this Agreement is only between the communities and may not be used to prohibit, impede, delay or otherwise encumber any business/employer from moving or relocating. This Agreement may not be used to assert any claim or cause of action in law or equity against any business/employer arising from or due to any decision to relocate.

SECTION 8. When a business departs and relocates to another signatory community and the departed community believes it may be entitled to revenue sharing as set forth in Section 2(b) of this Agreement, the departed community shall provide the destination community with notice of a claim for tax sharing. Such notice shall be sent on or before ninety (90) days of the employer or business's last payroll tax filing with the departed community. Notice must be sent by personal delivery or U.S. certified mail, return receipt requested and notice shall also be served upon the County. Failure to send the notice provided for herein shall constitute a waiver of any claim to tax sharing. In the event the departed community is a covered JEDD or JEDZ as set forth in Section 5, notice is achieved by all

parties to the JEDD or JEDZ collectively noticing the destination community. In the event the destination community is a JEDD or JEDZ, notice is achieved by the departed community noticing all parties to the covered JEDD or JEDZ.

In the event that a signatory community (i) offers financial incentives to a businesses which is currently located in another signatory community, (ii) is aware of the identity of the business and (iii) is aware that the business is located in another signatory community, then that community shall notify the current community of the offering of the financial incentives in writing, as soon as possible, but not later than three (3) business days of the satisfaction of all three conditions, above. In the event the incentive or financial assistance is being offered by a signatory community to induce a relocation of a business to a covered JEDD or JEDZ of which that offering community is also signatory, that offering community shall be obligated to provide the notice provided herein, and any other communities that are signatory to the JEDD or JEDZ that did not offer an incentive are not obligated to provide notice.

The community contacted by the business or offering a business financial incentive may provide information and may work with the prospective business.

It is understood by all signatory communities that the notice requirements set forth above reflect the intent to allow a community which may be negatively impacted by a business relocation between signatory communities to explore what action may be taken to retain the business in the community. A prospective community may nevertheless provide information since it is also recognized that if a business relocates it is preferable that the relocation be between signatory communities.

Any notice required when prospective business relocation is proposed or discussed shall include notice to the County of Summit as the facilitator of this Agreement. See Section 10.

The above notification provisions shall apply to business consolidations, which shall be treated as relocations.

SECTION 9. This Agreement is subject to the legislative approval of all participating communities including the County.

SECTION 10. The County of Summit shall act as facilitator of the provisions of this Agreement and shall: (1) assist the signatory communities in applying for and participating in any state or federal programs or other eligible grant fund programs which may be offered to communities for economic assistance; (2) assist in any dispute resolution offered under this Agreement including offering mediation to signatory communities; (iii) be noticed or sent copies of any notices required under this Agreement. The Director of Community and Economic Development of the County of Summit shall be designated as the person to receive any notice required under this Agreement.

In order to facilitate the provisions of this Agreement, each signatory shall, upon execution of the 2015-2016 Version of this Memorandum, notify the County, in writing, of the aggregate income tax revenue collected by that community in the previous two (2) calendar years. Thereafter, each signatory community shall notify the County, in writing, not later than March 1st of each year, of its aggregate income tax revenue for the preceding calendar year.

SECTION 11. The County, in addition to other duties set forth above, will offer signatory communities opportunities to score an additional five (5%) percent of total possible points on applications for SCIP/LTIP, Job Ready Sites, Industrial Site Improvement Funding, and other application mechanisms that are administered or scored by the County, beginning with Fiscal Year (FY) 2010 projects, provided approval for the same has been granted or given by the necessary grantor

agencies. This incentive structure has been approved by the Ohio Public Works Commission for SCIP/LTIP funding. In the event it is determined by an opinion of the Ohio Attorney General or by a Court of competent jurisdiction that the County is prohibited by law from providing the signatory communities with the opportunity to score an additional five (5%) percent of total points on grant applications, as set forth herein, then any signatory community may withdraw from this Agreement by sending notice of their withdrawal to the County and they need not comply with the notice requirements provided for in Section 12 of this Agreement.

If a signatory community has been determined by written stipulation or by the Committee after the hearing provided for under this Agreement or by an Arbitration panel under this Agreement to have caused a business or employer to relocate from another signatory community by offering economic incentive(s), then a penalty on the above development-grant programs shall apply. The signatory community determined by stipulation, the Committee or arbitration panel to have caused a business relocation shall receive a deduction of five (5%) percent of the total possible points on each application for the above cited programs which are administered and/or scored by the County. Said deduction shall last for a period of two (2) years from the final determination that a signatory community offered economic incentives to induce the employer or business to relocate from another signatory community. The deduction provided for herein shall not be levied against any signatory community which has entered into a tax sharing agreement with another signatory community in lieu of the hearing and other remedies provided for in Section 3 of this Agreement. The failure of any signatory community to comply with the dispute resolution process as set forth in Section 3 of this Agreement including compliance with any lawful decision of the Committee or any Arbitration Panel will subject the non-complying community to the penalty deduction of total possible points on its grant applications for two(2) years from the time non-compliance began or until such time as the community comes into full compliance, whichever time period is shorter.

In the event a covered JEDD or JEDZ, as set forth in Section 5, is the destination community to which a business relocates, no penalty shall apply under this Section to any community that is signatory to that JEDD or JEDZ if that community has agreed to share revenue with the departed community, regardless of whether the other signatory communities that are also signatory to the JEDD or JEDZ fail or refuse to share revenue.

SECTION 12. All signatories to this Agreement agree to participate in a review of this Agreement once per year to consider any modifications, alterations or other changes which the signatories may find necessary or desirable. Any change or modification to this Agreement must be approved by the legislative body of each participating community. A community electing to withdraw from this Agreement shall provide at least one hundred eighty (180) days advanced notice, in writing, to the County prior to the effective date of any legislation authorizing such withdrawal except as provided for below. Any community which exercises its right to withdraw from this Agreement may not rejoin or otherwise become a signatory community to this Agreement for a minimum period of two (2) years after such a withdrawal.

Any existing signatory or member community may elect to withdraw from this Agreement without providing the one hundred eighty (180) day notice whenever a community's legislative body will not approve or accept a proposed modification to this Agreement made during the annual review as set forth above. In such event the community must pass a legislative resolution or ordinance affirmatively withdrawing from this Agreement due to proposed modifications. Such withdrawal will be effective immediately but will not alter, abrogate or otherwise modify any existing revenue sharing agreed upon or determined to be appropriate under this Agreement. Such withdrawal shall not alter any

pending claim for revenue sharing which was initiated before a community withdrew from the Agreement. Should the proposed modification be subsequently eliminated or materially changed, such a community may rejoin the signatory communities to this Agreement with the two year waiting period being waived; otherwise the two year waiting period shall remain in effect. The decision to rejoin must be accomplished by legislative resolution or ordinance.

In the event an annual review is not conducted as contemplated above, this Agreement and its terms shall continue during the next year under those terms and conditions set forth in the most current version of this Agreement and the failure to conduct an annual review shall not cause this Agreement to terminate. Furthermore, the terms of this version of the Agreement shall remain in effect until the effective date of any subsequent version adopted by the signatory communities.

Each signatory community to this Memorandum has participated, and/or had the opportunity to participate, in the annual review during 2015. The parties agree that to remain parties to this Memorandum, and to qualify for the 5% additional points on the PY30 LTIP/SCIP applications, that their legislative authority must approve, and the appropriate authority must sign, the 2015-2016 Version of the Memorandum no later than September 30, 2015.

SECTION 13. This Agreement does not prohibit or otherwise limit the signatory communities from entering into Agreements between themselves concerning job creation, retention or revenue sharing. This Agreement does not abrogate or supersede any existing Agreement between signatory communities.

SECTION 14. Time is of the essence of this Agreement.

(Signatures on following page.)

IN WITNESS WHEREOF, WE HAVE SIGNED AS REPRESENTATIVES OF OUR
RESPECTIVE ENTITIES ON THIS ____ DAY OF _____, 2015.

Title or Jurisdiction

Signature

County of Summit

Russell M. Pry, County Executive Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

Name and Title

Date

MODEL CODE OF CONDUCT OF SIGNATORY COMMUNITIES

1. The signatory communities recognize that in a free marketplace employers and business can and will relocate. This Agreement concerns only jobs and businesses locating from one Summit County signatory community to another Summit County signatory community. Jobs and businesses relocating from outside of Summit County do not qualify for tax revenue sharing under this Agreement.
2. The signatory communities recognize that good faith efforts to fulfill their rights and obligations between themselves are essential to successful job creation/retention and revenue sharing. This includes the obligation to provide timely notice to fellow communities and the County as required under this Agreement, accurate disclosure of financial data, tax information and other matters and the prompt sharing of tax revenues which may be due pursuant to this Agreement.
3. The signatory communities agree to participate in good-faith negotiations to resolve disputes and cooperatively participate in dispute resolution mechanisms provided for under this Agreement which may be required from time to time.
4. When considering changes or modifications to this Agreement, due consideration will be given to the needs and welfare of all signatory communities.
5. The signatory communities will not attempt to circumvent their obligations imposed hereunder by means of subterfuge, the use of third party intermediaries or other methods.